



Revision Number: 3

Purchasing Agent: David Gill
dgill@utah.gov (801) 538-3254**Item: LOADER/BACKHOE COMBINATION LEASES/PURCHASES**

Vendor: 35288J - B CENTURY EQUIPMENT
4343 CENTURY DR.
SALT LAKE CITY UT 84123

Telephone: 801 262-5761

Fax number: 801 262-5780

Contact: DOUG BUDDLELL

Website: www.casece.com

Brand/trade name: CASE

Price: SEE ATTACHED PRICE LIST

Terms: NET 30

Effective dates: 09/21/04 through 09/21/06

Days required for delivery: 60 – 90 ARO

Price guarantee period: ONE YEAR

Minimum order: ONE UNIT

Min shipment without charges:

Other conditions: (4) FOUR – ONE YEAR RENEWAL OPTIONS
THIS CONTRACT IS POTENTIALLY RENEWABLE UNTIL 09/21/09

REVISION 3: Contract Extension; Price Increase Effective 09/22/05

This contract covers only those items listed in the price schedule. It is the responsibility of the agency to ensure that other items purchased are invoiced separately. State agencies will place orders directly with the vendor (creating a PG in Finet) and make payments for the same on a PV referencing the original PG. Agencies will return to the vendor any invoice which reflects incorrect pricing.



PRICING: Case 580 Super M Series 2 Loader/Backhoe

1. Twelve Month lease price: **\$274.00 / month**. Lease is based on 300 hours annual use.

Lease price effective 09/22/05: **\$374.00**
2. Hourly rate for use in excess of the 300 hours: **\$10.00/hour**.
3. Price after 12 month lease: **\$62,662.00** (100% of lease payments to apply towards purchase price)

Lease price effective 09/22/05: **\$64,762.00**
4. Lump sum purchase price: **\$65,950.00**

Lump sum purchase price effective 09/22/05: **\$69,250.00**
5. If a leased backhoe is going to be exchanged for a new, leased backhoe, it may occur between the beginning of month eleven and before the end of month twelve.
6. Give the percentage discount off of list price for parts, consumables and wear items associated with the equipment being offered. **10 % discount**.
7. Accessories and options not listed are available at **10 % off** of Manufacturers suggested list price.

THIS BID RESULTED FROM BID # PM5020

FINET COMMODITY CODE(S) (for agency use only)
76004000000 BACKHOE/LOADER COMBINATIONS

**TIER II CERTIFIED**

580 Super M

Series 2 Loader/Backhoe

ENGINE

Model Case Family III
445T/M2 diesel, Tier II certified
Type 4-stroke, turbocharged
Cylinders 4
Bore/Stroke 4.09" x 5.19"
(104 x 132 mm)
Displacement 272 in³ (4.5 L)
Fuel injection Direct
Fuel Diesel
Fuel filter w/water trap
Air intake Cross-flow
Cooling Liquid
Engine speeds* (rpm)
Rated speed, full load 2200
Low idle 800 - 900
High idle, no load 2380 - 2480
Horsepower
Gross 95 (71 kW) @ 2200 rpm
Net 90 (67 kW) @ 2200 rpm
Maximum torque @ 1500 rpm
Gross 294 lb-ft (398 N-m)
Net 289 lb-ft (392 N-m)
Torque rise at rated speed 29%

NOTE: *Engine speeds with standard transmission. Meets federal emission regulations.

ENGINE COOLING

Radiator
Core type Square wave
Core size area 487 in² (.315 m²)
Rows of tubes 5
Fan
Style 7 blade suction
Diameter 19.6" (500 mm)
Ratio 1.1:1
Water pump
Style Integral
Engine oil
Pump Deep sump plate cooler
with pressurized
under-piston nozzles
Pump operating angle ratings
Side-to-side Rated 35°
Fore and aft Rated 35°
Oil filtration Replaceable,
full-flow cartridge

TIRES

Front
2WD - 11L x 16.1, 10-ply rating
4WD - 12 x 16.5, 8-ply rating
Rear
2/4WD - 17.5L x 24, 10-ply rating
2/4WD - 19.5L x 24, 10-ply rating

POWERTRAIN

Transmission 4-speed
synchronesh with hydraulically
actuated clutches and electric F/R
shuttle control, clutch disconnect
buttons on the transmission shifter
and loader control lever
Gear ratios Forward Reverse
1st 5.491 4.550
2nd 3.043 2.522
3rd 1.584 1.313
4th 0.793 0.657
Torque converter
Ratio 2.63
Differential lock On-the-go
push-button activation
Front 4WD axle
Differential ratio 2.0
Planetary hub ratio 6.0
Total reduction ratio 12.0
Rear axle
Differential ratio 2.333
Planetary hub ratio 6.923
Total reduction ratio 16.153
Service brakes.. Individually applied,
hydraulically actuated,
maintenance-free, self-adjusting,
inboard mounted, wet disc
Disc area 53 in² (.03 m²)
Parking brakes Mechanically
applied with electric activation
sensors at each brake
Travel speeds - mph (km/h)
1st 2nd 3rd 4th
Forward 3.5 6.7 13.5 25.5
(5.7) (10.8) (21.7) (41.0)
Reverse 4.3 8.1 16.3 30.8
(6.9) (13.0) (26.2) (49.6)

NOTE: Travel speeds at 2324 engine rpm with 19.5 x 24 tires.

ELECTRICAL

Voltage 12 volts, negative ground
Alternator 90 amp
Battery 850 cold-cranking amps
Optional batteries (2) 600
cold-cranking amps
Power plugs (2) 30 amps ea.

HYDRAULICS

Pump Gear-type tandem,
transmission driven
Main relief pressure
3050 + 50 - 50 psi @ 38 gpm
(210 + 3 - 3 bar @ 144 L/min)
Filtration 7-micron,
full flow replaceable
cartridge on return line,
condition indicator light for filter
Oil cooler Heavy-duty
Loader flow @ rated engine rpm
28.5 gpm @ 3050 psi
(108L/min @ 210 bar)
Loader control valve Monoblock
single lever control for
lift, tilt and auxiliary hydraulics,
positive hold float and
return-to-dig
Loader auxiliary hydraulics
with full loader flow available
14 to 28.5 gpm
(53 to 108 L/min)
Backhoe flow @ rated engine rpm
38 gpm @ 3050 psi
(144 L/min @ 210 bar)
Manual Backhoe Controls
Backhoe Control Valve... Monoblock
open-center, parallel circuits.
Boom and dipper, with pilot operated
checks
Pilot Backhoe Controls
Backhoe Control Valve Sectional
closed-center with inlet
compensator and
circuits in parallel.
Backhoe auxiliary hydraulics
Uni-directional flow, adjustable
variable flow from 0 to 36 gpm
(136L/min)
Control operation
Manual... Foot switch activated
Pilot Button on left joystick
Bi-Directional flow, variable flow from
0 to 38 gpm
(144 L/min) @ rated engine rpm
Control operation
Manual Hand lever
Pilot Buttons on left joystick

OPERATOR ENVIRONMENT

ROPS/FOPS canopy
Key start
Hydrostatic steering
Non-suspension seat w/180° swivel
Hand and foot throttles
Loader control lever w/push-button activation of differential lock and transmission de-clutch
Backhoe foot-swing w/3 lever control
(2) Accessory power plugs (30 amp)
Anti-vandalism covers (canopy only)
Cup holder
Coat hook w/tether strap (cab only)
Interior rearview mirror
2" (51 mm) retractable seat belt
Storage compartment w/lid
Left side storage tray

INSTRUMENTATION

Gauges
Engine water temperature
Converter oil temperature
Fuel
Tachometer/hourmeter
Voltmeter
Warning lights
Air cleaner restriction
Alternator
A/C low/high pressure
Cold start
Engine oil pressure
Hydraulic oil filter bypass
Parking brake
Rear axle fluid temperature sensing system
Low fuel
Audible alarms
Coolant temperature
Engine oil pressure
Parking brake engagement
Shuttle engagement/seat position
Backup alarm
Turn signal indicators
Horn - dual switched front & rear

TURNING DIAMETER

2WD
Brakes on..... 21'3" (6.48 m)
Brakes off..... 24'8" (7.52 m)
4WD - engaged
Brakes on..... 22'1" (6.72 m)
Brakes off..... 28'3" (8.62 m)
4WD - disengaged
Brakes on..... 22'0" (6.70 m)
Brakes off..... 25'3" (7.70 m)

NOTE: Turning diameter dimensions curb to curb w/general purpose bucket.

OPERATING WEIGHTS

Lightest Configuration

Unit equipped with 2WD, ROPS canopy, non-suspension seat, 82" (2.08 m) general purpose loader bucket, 24" (610 mm) Universal backhoe bucket, standard dipper, 17.5L x 24 rear tires, 11L x 16.1 front tires, single battery, standard cast stabilizer pads, no operator 14,285 lb (6480 kg)

Heavy Configuration

Unit equipped with 4WD, ROPS cab, suspension seat, 82" (2.08 m) 4 IN 1[®] loader bucket, 24" (610 mm) Universal backhoe bucket, Extendahoe[®] dipperstick, 19.5L x 24 rear tires, dual batteries, flip stabilizer pads, no operator 17,545 lb (7958 kg)

Add-on weights

Cab (over canopy) ... +454 lb (206 kg)
Counterweights..... +440 lb (200 kg)
+900 lb (408 kg)
Extendahoe[®] +496 lb (225 kg)
4WD w/driveshaft guard..... +283 lb (128 kg)

SERVICE CAPACITIES

Fuel tank 31.4 gal (119 L)
Optional tank 40 gal (151 L)
Hydraulic system
Total 31.5 gal (119 L)
Total w/Extendahoe[®] 33.0 gal (125 L)
Reservoir w/filter.. 14.5 gal (54.9 L)
Reservoir w/o filter... 14.0 gal (53 L)
Transmission
2WD Total system .. 19.5 qt (18.5 L)
4WD Total system .. 22.0 qt (20.8 L)
4WD Front axle
Differential..... 5.8 qt (5.5 L)
Planetaries (each)..... 0.7 qt (0.66 L)
Rear axle
Differential..... 15.0 qt (14.2 L)
Planetaries (each)..... 1.6 qt (1.5 L)
Engine oil w/filter 14.4 qt (13.6 L)
Cooling system
w/heater 19.0 qt (18.0 L)
w/o heater..... 18.3 qt (17.3 L)
Window washer reservoir..... 2.5 qt (2.36 L)

LOADER

Single-lever control for lift and tilt
Positive hold float
Return-to-dig
Automatic self-leveling
In-line, reverse linkage
Dual parallel dump cylinders
Clutch disconnect button on loader control and shift levers
Bucket position indicator

Loader Bucket Sizes

General Purpose Bucket

Width	Weight	Struck	Heaped
82"	686 lb*	0.87 yd ³	1.03 yd ³
(2.08 m)	(311 kg)	(0.67 m ³)	(0.79 m ³)
93"	933 lb*	1.07 yd ³	1.25 yd ³
(2.36 m)	(423 kg)	(0.82 m ³)	(0.96 m ³)

4 IN 1[®] Bucket

Width	Weight	Struck	Heaped
82"	1,462 lb	0.85 yd ³	1.04 yd ³
(2.08 m)	(663 kg)	(0.65 m ³)	(0.80 m ³)

NOTE: *Add 103 lb (47 kg) for bolt-on cutting edge.

BACKHOE

Over-center design
Cast, ductile iron boom, and swing tower
Open-center hydraulics - Pro Control System
17,940 lb-ft (24 370 N-m) swing torque
Case attachment coupler
Foot-swing w/3 lever control
Wing stabilizers w/cleated dirt pad

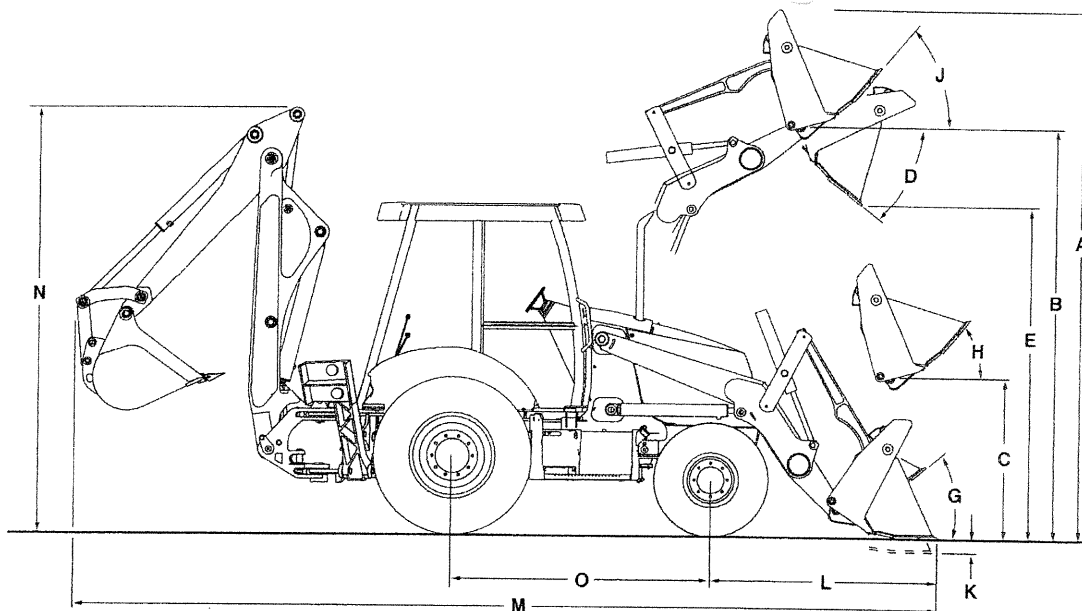
Backhoe Bucket Sizes

Universal Buckets

Width	Weight	Heaped
12"	290 lb	3.40 ft ³
(305 mm)	(132 kg)	(0.10 m ³)
16"	346 lb	3.60 ft ³
(406 mm)	(157 kg)	(0.10 m ³)
18"	350 lb	5.30 ft ³
(457 mm)	(159 kg)	(0.15 m ³)
24"	413 lb	7.70 ft ³
(610 mm)	(187 kg)	(0.22 m ³)
30"	475 lb	10.20 ft ³
(762 mm)	(215 kg)	(0.29 m ³)
36"	535 lb	12.70 ft ³
(914 mm)	(243 kg)	(0.60 m ³)

High Capacity Buckets

Width	Weight	Heaped
24"	450 lb	8.50 ft ³
(610 mm)	(204 kg)	(0.24 m ³)
30"	517 lb	10.60 ft ³
(762 mm)	(235 kg)	(0.3 m ³)



LOADER DIMENSIONS

	General Purpose Bucket*	4 IN 1® Bucket
A. Overall operating height – fully raised.....	13'11" (4.25 m)	14'3" (4.34 m)
Height to –		
B. Bucket hinge pin fully raised.....	11'2" (3.4 m)	11'2" (3.4 m)
C. Bucket hinge pin @ SAE carry	13.1" (334 mm)	14.6" (372 mm)
D. Dump angle @ full height.....	45°	45°
E. Dump clearance @ full height, 45° dump –		
Bucket.....	8'10" (2.69 m)	8'11" (2.72 m)
Clam open.....	NA	9'8" (2.95 m)
F. Dump reach @ full height, 45° dump –		
Bucket	30.0" (763 mm)	27.8" (707 mm)
Clam open.....	NA	14.3" (362 mm)
Bucket rollback –		
G. @ groundline.....	40°	40°
H. @ SAE carry	45°	45°
J. @ full height.....	Adjustable	Adjustable
K. Digging depth below grade –		
Bucket flat.....	5.9" (149 mm)	6.8" (180 mm)
Clam open (dozing)	NA	4.1" (103 mm)
L. Reach from front axle centerline – bucket on ground.....	77.6" (1.97 m)	75.2" (1.91 m)
Lift capacity to full height.....	6,182 lb (2804 kg)	5,514 lb (2501 kg)
Breakout force –		
Lift cylinders.....	9,164 lbf (40 760 N)....	8,904 lbf (39 600 N)
Dump cylinders	9,480 lbf (42 170 N)..<	10,302 lbf (45 820 N)
Bucket cutting edge width.....	82" (2.08 m)/93" (2.36 m).....	82" (2.08 m)
Maximum grading angle	116°	116°
Maximum clam opening.....	NA	38.3" (972 mm)
Moldboard height	NA	36.8" (934 mm)
Raising time to full height	3.4 sec.	3.4 sec
Bucket dumping time.....	1.5 sec.	1.5 sec
Lowering time –		
Power down	2.4 sec.	2.4 sec
Return-to-dig.....	3.2 sec.	3.2 sec
Clam –		
Open time	NA	2.3 sec
Close time	NA	3.1 sec

NOTE: Loader dimensions taken with 4WD,
19.5L x 24 rear tires and 82" (2.08 m) general
purpose bucket *without bolt-on cutting edge.

DIMENSIONS

	Standard Backhoe	Extendahoe®	
		Retracted	Extended
M. Overall transport length –			
General purpose bucket.....	22'10" (6.95 m)	22'10" (6.95 m)	NA
4 IN 1® bucket.....	22'8" (6.92 m)	22'8" (6.92 m)	NA
Overall transport width.....	7'2" (2.18 m)	7'2" (2.18 m)	NA
Height –			
To top of canopy.....	8'9" (2.67 m)	8'9" (2.67 m)	8'9" (2.67 m)
To top of cab.....	8'10" (2.69 m)	8'10" (2.69 m)	8'10" (2.69 m)
To top of exhaust stack.....	8'6" (2.59 m)	8'6" (2.59 m)	8'6" (2.59 m)
N. Transport	10'10" (3.29 m)	11'3" (3.42 m)	NA
Ground clearance at backhoe frame.....	14.6" (371 mm)	14.6" (371 mm)	14.6" (371 mm)
Angle of departure	20°	20°	20°
Front wheel tread –			
2WD.....	67.5" (1.71 m)	67.5" (1.71 m)	67.5" (1.71 m)
4WD.....	67.7" (1.72 m)	67.7" (1.72 m)	67.7" (1.72 m)
Width across tires			
17.5L x 24	81.7" (2.07 m)	81.7" (2.07 m)	81.7" (2.07 m)
19.5L x 24	81.4" (2.67 m)	81.4" (2.67 m)	81.4" (2.67 m)
O. Wheelbase –			
2WD.....	84" (2.13 m)	84" (2.13 m)	84" (2.13 m)
4WD.....	84.5" (2.15 m)	84.5" (2.15 m)	84.5" (2.15 m)

NOTE: Dimensions taken with 19.5L x 24 rear tires and 11L x 16 front tires except that data marked 4WD is taken with 12 x 16.5 front tires.

CYLINDERS

	Bore Diameter	Rod Diameter	Stroke
Loader			
Lift (2)	3.25" (82.6 mm)	1.75" (44.5 mm)	30.2" (766 mm)
Bucket (2)	3.0" (76 mm)	1.5" (38.1 mm)	20.6" (522 mm)
4 IN 1® clam (2)	3.0" (76 mm)	1.75" (44.5 mm)	9.1" (231 mm)
Backhoe			
Boom.....	5.25" (133.4 mm)	2.50" (63.5 mm)	33.2" (842 mm)
Dipperstick	5.0" (127 mm)	2.5" (63 mm)	22.9" (583 mm)
Bucket	3.5" (89 mm)	2.5" (63 mm)	34.3" (872 mm)
Extendahoe®	3.0" (76 mm)	1.75" (44.5 mm)	42.0" (1.07 m)
Swing (2)	4.0" (101.6 mm)	2.0" (50.8 mm)	11.5" (292 mm)
Stabilizer (2).....	4.25" (108 mm)	2.0" (50.8 mm)	21.8" (553 mm)
Steering			
2WD.....	2.75" (69.9 mm)	1.5" (38.1 mm)	6.7" (170 mm)
4WD.....	2.48" (63 mm)	1.5" (38.1 mm)	9.53" (242 mm)

BACKHOE LIFT CAPACITIES

Boom and Dipper Lift Capacities are rated per SAE J31 and are 87% of the maximum hydraulic lift force available with the specified options.

Boom Lift	Standard Backhoe		Retracted		Extendahoe®	
	Distance from swing pivot (m)	Backhoe lift capacity - lb (kg)	Distance from swing pivot (m)	Backhoe lift capacity - lb (kg)	Distance from swing pivot (m)	Backhoe lift capacity - lb (kg)
+16' (4.87 m)	8'7" (2.62)	2,750 (1247)	9'6" (2.89)	2,350 (1066)	12'5" (3.79)	1,350 (612)
+14' (4.27 m)	11'2" (3.40)	3,050 (1383)	11'10" (3.61)	2,575 (1168)	14'7" (4.45)	1,775 (805)
+12' (3.66 m)	12'9" (3.89)	3,100 (1406)	13'4" (4.06)	2,700 (1225)	16'2" (4.93)	1,850 (839)
+10' (3.05 m)	13'11" (4.24)	3,050 (1383)	14'5" (4.40)	2,650 (1202)	17'2" (5.23)	1,875 (850)
+8' (2.44 m)	14'7" (4.45)	3,000 (1361)	15'2" (4.62)	2,600 (1179)	18'0" (5.49)	1,875 (850)
+6' (1.83 m)	15'0" (4.57)	2,900 (1315)	15'6" (4.72)	2,575 (1168)	18'7" (5.67)	1,875 (850)
+4' (1.22 m)	15'1" (4.60)	2,850 (1293)	15'7" (4.75)	2,525 (1145)	18'11" (5.77)	1,850 (839)
+2' (0.61 m)	14'11" (4.55)	2,775 (1259)	15'5" (4.70)	2,425 (1100)	18'10" (5.74)	1,850 (839)
Ground Level	14'5" (4.40)	2,675 (1213)	15'0" (4.57)	2,400 (1088)	18'5" (5.62)	1,800 (816)
-2' (0.61 m)	13'7" (4.14)	2,600 (1179)	14'2" (4.32)	2,300 (1043)	17'9" (5.41)	1,800 (816)
-4' (1.22 m)	12'4" (3.76)	2,600 (1179)	12'10" (3.91)	2,300 (1043)	16'9" (5.11)	1,800 (816)
-6' (1.83 m)	10'5" (3.18)	2,600 (1179)	11'2" (3.40)	2,300 (1043)	15'7" (4.75)	1,800 (816)
-8' (2.44 m)	7'6" (2.28)	2,825 (1281)	8'7" (2.62)	2,425 (1099)	13'11" (4.24)	1,850 (839)
-10' (3.05 m)					11'7" (3.53)	2,025 (918)
-12' (3.66 m)					7'11" (2.41)	2,450 (1111)
-14' (4.27 m)						
Dipper Lift						
+14' (4.27 m)	10'1" (3.08)	4,940 (2241)	10'7" (3.23)	4,360 (1978)	13'4" (4.06)	2,580 (1170)
+12' (3.66 m)	10'7" (3.23)	4,650 (2109)	11'2" (3.40)	4,190 (1901)	14'3" (4.35)	2,680 (1216)
+10' (3.05 m)	10'6" (3.20)	4,680 (2123)	10'11" (3.33)	4,160 (1887)	14'6" (4.42)	2,700 (1225)
+8' (2.44 m)	9'7" (2.92)	5,290 (2400)	10'2" (3.10)	4,680 (2123)	14'5" (4.40)	2,880 (1306)
+6' (1.83 m)	7'5" (2.25)	6,610 (2998)	8'3" (2.58)	5,590 (2536)	13'11" (4.24)	2,910 (1320)
+4' (1.22 m)					12'11" (3.94)	3,050 (1383)

BACKHOE OPERATIONAL DATA

	Standard Backhoe	Retracted	Extendahoe®
Digging depth -			
Maximum	14'5" (4.39 m)	14'10" (4.52 m)	18'3" (5.56 m)
Maximum w/hi-capacity bucket	14'10" (4.52 m)	15'3" (4.65 m)	18'8" (5.69 m)
2' (610 mm) flat bottom	14'3" (4.34 m)	14'8" (4.47 m)	18'2" (5.54 m)
8' (2.44 m) flat bottom	13'4" (4.06 m)	13'9" (4.19 m)	17'6" (5.33 m)
Overall reach from -			
Rear axle centerline	21'5" (6.53 m)	22'0" (6.70 m)	25'5" (7.75 m)
Swing pivot	18'1" (5.51 m)	18'5" (5.61 m)	21'10" (6.65 m)
Loading height	11'2" (3.40 m)	11'5" (3.48 m)	13'3" (4.04 m)
Loading reach - dipper retracted	8'9" (2.67 m)	8'8" (2.64 m)	11'6" (3.50 m)
Swing arc	180°	180°	180°
Bucket rotation -			
#1 position	164°	164°	164°
#2 position	200°	190°	190°
Stabilizer spread - operating	9'5" (2.87 m)	9'5" (2.87 m)	9'5" (2.87 m)
Digging force -			
Bucket cylinder	12,821 lbf (57 031 N)	12,821 lbf (57 031 N)	12,821 lbf (57 031 N)
Dipper cylinder	8,224 lbf (36 582 N)	7,784 lbf (25 066 N)	5,635 lbf (25 066 N)
	w/bucket @ 50°	w/bucket @ 50°	w/bucket @ 51°
Leveling angle			
maximum slope that backhoe will make vertical cut	12°	12°	12°

NOTE: Lift capacities apply straight to the rear of prime mover. Equipped with 24" (610 mm) Universal H.D. trenching bucket and Case coupler except as noted.

STANDARD EQUIPMENT

OPERATOR'S COMPARTMENT

See page 2

ENGINE

Case Family III 445T/M2
turbocharged diesel
Tier II certified
Integral crank driven balancer
Automatic fan belt tensioner
Integral engine oil cooling
Fuel filter w/water trap
KKSB starter timing control
Dual element air cleaner
with integral pre-cleaner
90 amp alternator
850 CCA 12-volt battery
Heavy-duty radiator w/deaeration
bottle
Non-spark-arresting muffler

LOADER

See page 2

BACKHOE

See page 2

POWERTRAIN

2WD
4F/4R Power shuttle synchromesh
transmission
Torque converter
Transmission de-clutch
Electro-hydraulic differential lock
Hydrostatic steering
Wet disc brakes
Remote lube front axle pivot

HYDRAULICS

2-spool loader control valve
6-spool backhoe control valve
Heavy-duty oil cooler

OTHER

Forward tilt engine hood
Replaceable, molded front bumpers
Front/rear tie downs
Reflective logos
Lights - Cab and Canopy
2 Rear tail/stop
2 Front flashers/turn
2 Rear flashers/turn
4 Front & 4 rear adjustable
halogen lights (55 w)

OPTIONAL EQUIPMENT

OPERATOR'S COMPARTMENT

Cab with -
Heater
Defroster
Dome light - door activated
Wipers, front and rear
Tinted glass
Floor mat
Side window partial hold open
Inside release for side windows
Operator Convenience Package
Tilt wheel
Windshield washer w/adjust-
able nozzles (front & rear)
Sun visor
Deluxe Cab Package
Operator Convenience Package
PLUS
Vinyl-covered interior
Radio-ready kit w/antenna and
speakers
Reduced sound level to 72 dB(A)
Vinyl or cloth-covered mechanical
suspension seat
Air Ride suspension seat
3" (76 mm) retractable seat belt
Cab air-conditioning, 100% filtered
air, in-cab filter access, 8
adjustable roof vents, 2 floor
vents, w/heater
Ride Control
Cab, right door

Canopy Convenience Package
Front windshield w/wiper &
washer
85 dB(A) sound
Floor mat
Sun visor

LOADER

Hydraulic attachment coupler
Attachment auxiliary hydraulics
Buckets (see page 2)

BACKHOE

Case hydraulic coupler
Buckets (see page 2)
Extendahoe®
Two-lever control
Pilot Operated Control System
Fingertip Proportional
Electrohydraulic stabilizer controls.
Thumb operated Proportional
Electrohydraulic Extendahoe
control
Thumb operated horn button
Thumb operated Auxiliary
Hydraulic Control
Infinitely Adjustable Towers
In-Cab Switchable "Excavator to
Backhoe" control pattern change
Stabilizer pads
Flip-over
Rubber pad
Front counterweights
440 lb (200 kg)
900 lb (408 kg)

ENGINE

Cold weather grid heater starting aid
Dual, 12-volt, 600CCA batteries
Fuel tank, 40 gal (151 L)
Exhaust aspirated air cleaner

POWERTRAIN

4WD w/outboard planetary drive,
on-the-go push-button activation
and 12 x 16.5 front tires
Powershift transmission with
Autoshift (4WD unit only)

HYDRAULICS

Auxiliary backhoe uni-directional
hydraulics
Auxiliary backhoe bi-directional
hydraulics
Hand lever operated for manual
controls
Button operated for pilot controls

OTHER

17.5L x 24 rear tires
19.5L x 24 rear tires
Tool box
Special paint

NOTE: All specifications are stated in accordance with SAE Standards or Recommended Practices, where applicable.

NOTE: All engines meet current EPA emissions requirements.

IMPORTANT: CNH America LLC reserves the right to change these specifications without notice and without incurring any obligation relating to such change. CNH America LLC does not warrant the safety or reliability of attachments from other manufacturers.

Case is a registered trademark of CNH America LLC. Any trademarks referred to herein, in association with goods and/or services of companies other than CNH America LLC, are the property of those respective companies.

CASE

www.casece.com



CASE IS A BRAND OF CNH, A GLOBAL LEADER FOR CONSTRUCTION EQUIPMENT, AGRICULTURAL EQUIPMENT AND FINANCIAL SERVICES.

Form No. CCE4070436
Replaces Form No. CCE9030306

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Lease/Contract Terms and Conditions
State of Utah, Statewide Contracts
ATTACHMENT A (Invitation for Bids)

- 1. AUTHORITY:** Provisions of this contract are pursuant to the authority set forth in 63-56, Utah Code Annotated, 1953, as amended, Utah State Procurement Rules (Utah Administrative Code Section R33), and related statutes which permit the STATE to purchase certain specified services, and other approved purchases for the STATE.
- 2. CONTRACT JURISDICTION, CHOICE OF LAW, AND VENUE:** The provisions of this contract shall be governed by the laws of the State of Utah. The parties will submit to the jurisdiction of the courts of the State of Utah for any dispute arising out of this Contract or the breach thereof. Venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake County.
- 3. LAWS AND REGULATIONS:** Any and all supplies, services and equipment proposed and furnished will comply fully with all applicable Federal and State laws and regulations.
- 4. RECORDS ADMINISTRATION:** The Contractor will maintain, or supervise the maintenance of all records necessary to properly account for the payments made to the Contractor for costs authorized by this contract. These records will be retained by the Contractor for at least four years after the contract terminates, or until all audits initiated within the four years have been completed, whichever is later.
- 5. AUDIT OF RECORDS:** The Contractor agrees to allow the State and Federal auditors, and State agency staff, access to all the records to this contract, for audit and inspection, and monitoring of services. Such access will be during normal business hours, or by appointment.
- 6. CONFLICT OF INTEREST:** Contractor certifies that it has not offered or given any gift or compensation prohibited by the laws of the state of Utah to any officer or employee of the state or participating political subdivisions to secure favorable treatment with respect to being awarded this contract.
- 7. INDEPENDENT CONTRACTOR:** Contractor will be an independent Contractor, and as such will have no authorization, express or implied to bind the State to any agreements, settlements, liability or understanding whatsoever, and agrees not to perform any acts as agent for the State, except as expressly set forth herein. Compensation stated herein will be the total amount payable to the Contractor by the State. The Contractor will be responsible for the payment of all income tax and social security tax due as a result of payments received from the State for these contract services. Persons employed by the State and acting under the direction of the State will not be deemed to be employees or agents of the Contractor.
- 8. HOLD HARMLESS:** The Contractor will release, protect, indemnify and hold the State and the respective political subdivisions and their officers, agencies, employees, harmless from and against any damage, cost or liability, including reasonable attorney's fees for any or all injuries to persons, property or claims for money damages arising from acts or omissions of the Contractor, his employees or subcontractors or volunteers.
- 9. EQUAL OPPORTUNITY CLAUSE:** The Contractor agrees to abide by the provisions of Title VI and VII of the Civil Rights Act of 1964 (42USC 2000e) which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age; and Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities. Also, the Contractor agrees to abide by Utah's Executive Order, dated March 17, 1993, which prohibits sexual harassment in the work place.
- 10. SEVERABILITY:** If any provision of this contract is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions will not be affected; and the rights and obligations of the parties will be construed and enforced as if the contract did not contain the particular provision held to be invalid.
- 11. AMENDMENTS:** The terms of this contract will not be waived, altered, modified, supplemented or amended in any manner whatsoever without prior written approval of the State Director of Purchasing.
- 12. DEBARMENT:** The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract), by any governmental department or agency. If the Contractor cannot certify this statement, attach a written explanation for review by the STATE.
- 13. CANCELLATION:** Unless otherwise stated in the special terms and conditions, any contract entered into as a result of this bid may be canceled without cause by the State upon 30 days notice, in writing, prior to the effective date of the cancellation. Cancellation may be in whole or in part. In no event shall the State be liable for any costs, direct or indirect, incurred by the Contractor, damages, or liabilities, whatsoever for cancellation under the provisions herein. Cancellation of the contract due to Contractor default may be immediate.

14. TAXES: Bid prices will be exclusive of state sales, use and federal excise taxes. The State of Utah's sales and use tax exemption number is E33399. The tangible personal property or services being purchased are being paid from State funds and used in the exercise of that entity's essential functions. If the items being purchased are construction materials, they will be converted into real property by employees of this government entity, unless otherwise stated in the contract, or contract orders. The State of Utah's Federal excise exemption number is 87-780019K

15. WARRANTY: The Contractor agrees to warrant and assume responsibility for all products (including hardware, firmware, and/or software products) that it licenses, contracts, or sells to the State of Utah under this contract for a period of one year, unless otherwise specified and mutually agreed upon elsewhere in this contract. The Contractor (seller) acknowledges that all warranties granted to the buyer by the Uniform Commercial Code of the State of Utah apply to this contract. Product liability disclaimers and/or warranty disclaimers from the seller are not applicable to this contract unless otherwise specified and mutually agreed upon elsewhere in this contract. In general, the Contractor warrants that: (1) the product will do what the salesperson said it would do, (2) the product will live up to all specific claims that the manufacturer makes in their advertisements, (3) the product will be suitable for the ordinary purposes for which such product is used, (4) the product will be suitable for any special purposes that the State has relied on the Contractor's skill or judgement to consider when it advised the State about the product, (5) the product has been properly designed and manufactured, and (6) the product is free of significant defects or unusual problems about which the State has not been warned. Remedies available to the State include the following: The Contractor will repair or replace (at no charge to the State) the product whose nonconformance is discovered and made known to the Contractor in writing. If the repaired and/or replaced product proves to be inadequate, or fails of its essential purpose, the Contractor will refund the full amount of any payments that have been made. Nothing in this warranty will be construed to limit any rights or remedies the State of Utah may otherwise have under this contract.

16. PARTICIPANTS: This is a contract to provide the State of Utah government departments, institutions, agencies and political subdivisions (i.e., colleges, school districts, counties, cities, etc.) with the goods and/or services described in the bid.

17. POLITICAL SUBDIVISION PARTICIPATION: Participation under this contract by political subdivisions (i.e., colleges, school districts, counties, cities, etc.) will be voluntarily determined by the political subdivision. The Contractor agrees to supply the political subdivisions based upon the same terms, conditions and prices.

18. QUANTITY ESTIMATES: The State does not guarantee to purchase any amount under the contract to be awarded. Estimated quantities are for bidding purposes only and are not to be construed as a guarantee to purchase any amount.

19. DELIVERY: The prices bid will be the delivered price to any state agency or political subdivision. All deliveries will be F.O.B. destination with all transportation and handling charges paid by the Contractor. Responsibility and liability for loss or damage will remain with Contractor until final inspection and acceptance when responsibility will pass to the Buyer except as to latent defects, fraud and Contractor's warranty obligations. The minimum shipment amount will be found in the special terms and conditions. Any order for less than the specified amount is to be shipped with the freight prepaid and added as a separate item on the invoice. Any portion of an order to be shipped without transportation charges that is back ordered will be shipped without charge.

20. REPORTS: The Contractor will submit quarterly reports to the State Purchasing Agent showing the quantities and dollar volume of purchases by each agency and political subdivision.

21. PROMPT PAYMENT DISCOUNT: Offeror may quote a prompt payment discount based upon early payment; however, discounts offered for less than 30 days will not be considered in making the award. The prompt payment discount will apply to payments made with purchasing cards and checks. The date from which discount time is calculated will be the date a correct invoice is received or receipt of shipment, whichever is later; except that if testing is performed, the date will be the date of acceptance of the merchandise.

22. FIRM BID PRICES: Unless otherwise stated in the special terms and conditions, for the purpose of award, offers made in accordance with this solicitation must be good and firm for a period of ninety (90) days from the date of bid opening.

23. PRICE GUARANTEE, ADJUSTMENTS: The contract pricing resulting from this bid will be guaranteed for the period specified. Following the guarantee period, any request for price adjustment must be for an equal guarantee period, and must be made at least 30 days prior to the effective date. Requests for price adjustment must include sufficient documentation supporting the request. Any adjustment or amendment to the contract will not be effective unless approved by the State Director of Purchasing. The State will be given the immediate benefit of any decrease in the market, or allowable discount.

24. ORDERING AND INVOICING: Orders will be placed by the using agencies directly with the Contractor. All orders will be shipped promptly in accordance with the delivery guarantee. The Contractor will then promptly submit invoices to the ordering agency. The state contract number and the agency ordering number will appear on all invoices, freight

tickets, and correspondence relating to the contract order. The prices paid by the State will be those prices on file with the Division of Purchasing. The State has the right to adjust any invoice reflecting incorrect pricing.

25. PAYMENT: Payments are normally made within 30 days following the date the order is delivered or the date a correct invoice is received, whichever is later. After 45 days the Contractor may assess overdue account charges up to a maximum rate of one percent per month on the outstanding balance. Payments may be made via a State of Utah (or political subdivision) APurchasing Card.® All payments to the Contractor will be remitted by mail unless paid by Purchasing Card.

26. MODIFICATION OR WITHDRAWAL OF BIDS: Bids may be modified or withdrawn prior to the time set for the opening of bids. After the time set for the opening of bids no bid may be modified or withdrawn.

27. BID PREPARATION COSTS: The State is not liable for any costs incurred by the bidder in bid preparation.

28. INSPECTIONS: Goods furnished under this contract will be subject to inspection and test by the Buyer at times and places determined by the Buyer. If the Buyer finds goods furnished to be incomplete or not in compliance with bid specifications, the Buyer may reject the goods and require Contractor to either correct them without charge or deliver them at a reduced price which is equitable under the circumstances. If Contractor is unable or refuses to correct such goods within a time deemed reasonable by the Buyer, the Buyer may cancel the order in whole or in part. Nothing in this paragraph will adversely affect the Buyer's rights including the rights and remedies associated with revocation of acceptance under the Uniform Commercial Code.

29. PATENTS, COPYRIGHTS, ETC.: The Contractor will release, indemnify and hold the Buyer, its officers, agents and employees harmless from liability of any kind or nature, including the Contractor's use of any copyrighted or un-copyrighted composition, secret process, patented or un-patented invention, article or appliance furnished or used in the performance of this contract.

30. ASSIGNMENT/SUBCONTRACT: Contractor will not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this contract, in whole or in part, without the prior written approval of the State Director of Purchasing.

31. DEFAULT AND REMEDIES: Any of the following events will constitute cause for the State to declare Contractor in default of the contract: 1. Nonperformance of contractual requirements; 2. A material breach of any term or condition of this contract. The State will issue a written notice of default providing a period in which Contractor will have an opportunity to cure. Time allowed for cure will not diminish or eliminate Contractor's liability for liquidated or other damages. If the default remains, after Contractor has been provided the opportunity to cure, the State may do one or more of the following: 1. Exercise any remedy provided by law; 2. Terminate this contract and any related contracts or portions thereof; 3. Impose liquidated damages; 4. Suspend Contractor from receiving future bid solicitations.

32. FORCE MAJEURE: Neither party to this contract will be held responsible for delay or default caused by fire, riot, acts of God and/or war which is beyond that party's reasonable control. The State may terminate this contract after determining such delay or default will reasonably prevent successful performance of the contract.

33. HAZARDOUS CHEMICAL INFORMATION: The Contractor will provide one set of the appropriate material safety data sheet(s) and container label(s) upon delivery of a hazardous material to the user agency. All safety data sheets and labels will be in accordance with each participating state's requirements.

34. NON-COLLUSION: By signing the bid the bidder certifies that the bid submitted has been arrived at independently and has been submitted without collusion with, and without any agreement, understanding or planned common course of action with, any other vendor of materials, supplies, equipment or services described in the invitation to bid, designed to limit independent bidding or competition.

35. PUBLIC INFORMATION: Contractor agrees that the contract will be a public document, as far as distribution of copies, and Contractor gives the STATE express permission to make copies of the contract and/or of the response to the solicitation in accordance with the State of Utah Government Records Access and Management Act. The permission to make copies as noted will take precedence over any statements of confidentiality, proprietary information, or copyright information.

36. CONFLICT OF TERMS: In the event of any conflict between these standard terms and conditions and any special terms and conditions which follow, the special terms and conditions will govern.

37. LOCAL WAREHOUSE AND DISTRIBUTION: The Contractor will maintain a reasonable amount of stock warehoused in the state of Utah for immediate or emergency shipments. Shipments are to be made in the quantities as required by the various ordering agencies. Orders for less than the minimum specified amount will have transportation charges prepaid by the Contractor and added as a separate item on the invoice. Any portion of an order to be shipped without transportation charges that is back ordered will be shipped without charge.